

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT  
(STEPHEN PARKER)**

This First Amendment to the Employment Agreement ("First Amendment") between the City of Upland ("City") and Stephen Parker ("Employee") is entered into this 26<sup>th</sup> day of April 2021.

**RECITALS**

**WHEREAS**, the City entered into an Employment Agreement ("Employment Agreement") with Employee on April 13, 2020 whereby Employee serves as Assistant City Manager; and

**WHEREAS**, Employee has been serving as Acting City Manager as of April 1, 2021 ("Appointment Date"); and

**WHEREAS**, the City and Employee now desire to amend the Employment Agreement in order for the City to retroactively appoint Employee as the Acting City Manager as of the Appointment Date and to provide Employee with a temporary increase in compensation during Employee's tenure as the City's Acting City Manager.

**AGREEMENT**

**NOW, THEREFORE**, the above named parties hereby mutually agree and promise as follows:

1. Appointment as Acting City Manager. Notwithstanding any provision to the contrary contained in the Employment Agreement, Employee is hereby retroactively appointed to the position of Acting City Manager as of the Appointment Date. Employee shall continue to serve as Acting City Manager until the earlier of any of the following: (1) the City Council, in its sole and absolute discretion, terminates Employee's appointment as Acting City Manager or (2) the City hires a City Manager and the new City Manager commences work. When Employee's term as Acting City Manager ends, Employee shall automatically return to serving as Assistant City Manager, at which point Employee shall receive a two-step increase in compensation within range 83 of the City's salary schedule. Employee shall also thereafter be eligible for an annual step increase within Range 83 on the anniversary date of his employment, at the sole discretion of the City Manager. Consistent with the City's practices for non-executive employees, any such increase shall not exceed two steps in any 12-month period. Once Employee reaches the top step of Range 83, no further step increases shall be provided.

2. Cost of Living Adjustments. Employee shall be eligible to receive cost of living adjustments whenever such adjustments are provided by the City.

3. Compensation During Appointment as Acting City Manager. Notwithstanding any provision to the contrary contained in the Employment Agreement, during Employee's

tenure as Acting City Manager pursuant to this First Amendment, Employee shall receive compensation commensurate with Step 1 of the City Manager Pay Scale (\$207,352.89).

4. One-Time Benefit Increase. In addition to the benefits provided to Employee pursuant to Section 7 of the Employment Agreement, City shall provide a one-time benefit increase consisting of an additional three thousand six hundred dollars (\$3,600.00) contributed to Employee's deferred compensation account.

5. Other Provisions of the Employment Agreement. Except as expressly provided herein, all other terms of the Employment Agreement shall remain in full force and effect both during and after Employee's tenure as Acting City Manager.

The City and Employee have duly executed this First Amendment as of the date first written above.


CITY OF UPLAND

By:

  
Bill Velto, Mayor


EMPLOYEE

By:

  
Stephen Parker, Acting City  
Manager

ATTEST:

By:

  
Keri Johnson, City Clerk

APPROVED AS TO FORM:

By:

  
Stephen P. Deitsch, City Attorney